

AG Contract No. KR99-2487TRN  
ADOT ECS File No. JPA 99-168  
Project: H 5493 01C/RAM-101-A-500  
Section: SR 101L Agua Fria Freeway  
51st Avenue to 58th Avenue  
(Screen Walls/Noise Walls)

*C-4013*  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF GLENDALE

THIS AGREEMENT is entered into 30 December, 1999, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE acting by and through its MAYOR and CITY COUNCIL (the "City")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City

3. Incident to the State's construction of the Agua Fria Freeway, the City requests the State design and construct screen walls adjacent to certain areas of the Agua Fria Freeway, from 51st Avenue to 58th Avenue, estimated at \$1,006,686.00 as shown on Exhibit "A", attached hereto and made a part hereof, all at City's expense, herein referred to as the "Project". The purpose of this agreement is to define each parties responsibilities for the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO 23775  
Filed with the Secretary of State  
Date Filed: 12/30/99  
*Patricia Gayles*  
Secretary of State

B. *Dicky V. Greenwald*

## II. SCOPE OF WORK

### 1 The State:

a. Having previously invoiced the City in the amount of \$58,662.00, for the estimated design and design administration costs of the Project, as shown on Exhibit "A", proceed with providing to State standards, design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Coordinate with the City and incorporate City design review comments as appropriate.

b. Prior to advertisement of this Project for construction, will invoice the City \$831,000.00 for the estimated construction costs and \$116,424.00 for the estimated construction engineering and administration costs of the Project, as shown on Exhibit "A".

c. Prior to the award of this Project, will notify the City of the low bidder for approval or modification of the Project, should the low bidder be in excess of the estimated amount shown on Exhibit "A". Upon concurrence of the City, invoice and collect the additional costs to proceed with the Project award.

d. Will call for bids and award one or more construction contracts to accomplish the Project, administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

e. Upon completion of the Project, will invoice or reimburse the City any difference between the amounts initially paid by the City and the actual cost of the Project, including design, 5% design management fee, construction and up to 14% for construction engineering and administration charges.

f. Will be responsible for the structural integrity of the wall. Maintain graffiti and painting the freeway side of the wall and maintain landscaping within the State's control of access.

### 2 The City:

a. Having previously paid an invoice from the State in the amount of \$58,662.00 for the estimated design and design administration costs of the Project, as shown on Exhibit "A", will proceed with the review of design documents and provide comments as appropriate.

b. Upon receipt of an invoice prior to advertisement of the construction Project, will remit to the State \$831,000.00 for the estimated construction costs and \$116,424.00 for the estimated construction engineering and administration costs of the Project, as shown on Exhibit "A".

c. Upon notification from the State of the low bidder and prior to the award of this Project, will approve or modify the Project should the low bidder be in excess of the estimated amount shown on Exhibit "A". Upon concurrence of the City to proceed with the Project award and receipt of an invoice, will remit to the State any additional costs of the Project. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

d. Upon completion of the Project, will reimburse the State within 30 days after receipt of an invoice, any difference between the amount initially paid by the City and the actual costs of the Project, including design, 5% design management fee, construction, and up to 14% for construction engineering and administration charges.

e. Will maintain graffiti and painting the neighborhood side of the wall. Will maintain landscaping outside the State's control of access.

### III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the Project and payment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. It is agreed by both Parties, if the Project is cancelled by the City prior to construction, the City will be responsible for all costs associated with the design and design administration portion of the Project, up to point of cancellation.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, MD 616E  
Phoenix, AZ 85007

City of Glendale  
City Engineer  
5850 West Glendale Avenue  
Glendale, AZ 85301

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

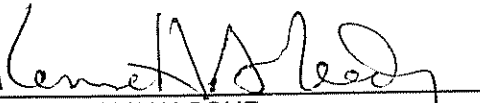
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

**CITY OF GLENDALE**

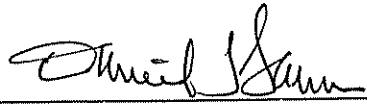
**STATE OF ARIZONA**

Department of Transportation

By

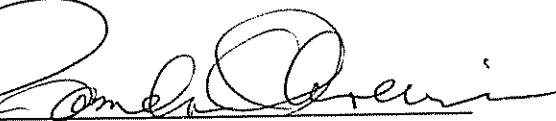
  
MARTIN VANACOUR  
City Manager

By

  
DANIEL S. LANCE  
Acting Deputy State Engineer

ATTEST

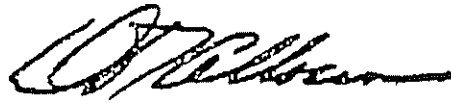
By

  
PAMELA OLIVEIRA  
City Clerk

RESOLUTION

BE IT RESOLVED on this 18<sup>th</sup> day of October 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Glendale, for the purpose of defining responsibilities for the design, construction, construction engineering and administration and maintenance of screen walls adjacent to certain areas of the Agua Fria Freeway, from 51<sup>st</sup> to 58<sup>th</sup> Avenues.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



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DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group

for MARY E. PETERS, Director

RESOLUTION NO. 3339 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF A NOISE WALL ALONG THE AGUA FRIA FREEWAY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:


SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement between the City of Glendale and the Arizona Department of Transportation (JPA 99-168) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.


PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of November, 1999.

  
MAYOR

ATTEST:

  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

REVIEWED BY:

  
City Manager

**EXHIBIT A**  
**(JPA 99-168)**

**Loop 101 Wall Improvements**  
**51st Avenue to 58th Avenue**  
**Northside**

**PROJECT COST ESTIMATE**

ITEM	ESTIMATED COST
CONSTRUCTION (approx. 3300 ft x 14 ft x \$18/sf)	\$ 831,000.00
DESIGN	\$ 55,869.00
ADOT C & E (@ 14% Estimated Construction Cost)	\$ 116,424.00
ADOT DESIGN ADMINISTRATION (@ 5% Design Cost)	\$ 2,793.00
<b>TOTAL ESTIMATED COSTS</b>	<b>\$1,006,686.00</b>

APPROVAL OF THE CITY OF GLENDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF GLENDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 29<sup>th</sup> day of November, 1999.

Peter Van Haren

City Attorney





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX, AZ 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

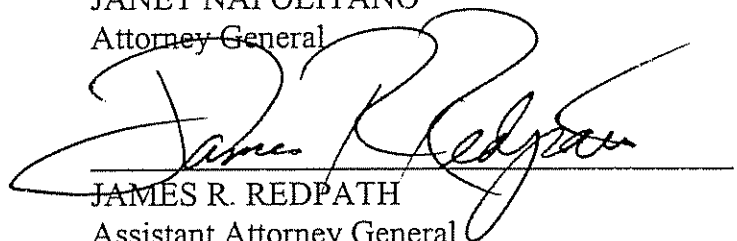
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR99-2487TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED December 27, 1999.

JANET NAPOLITANO  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

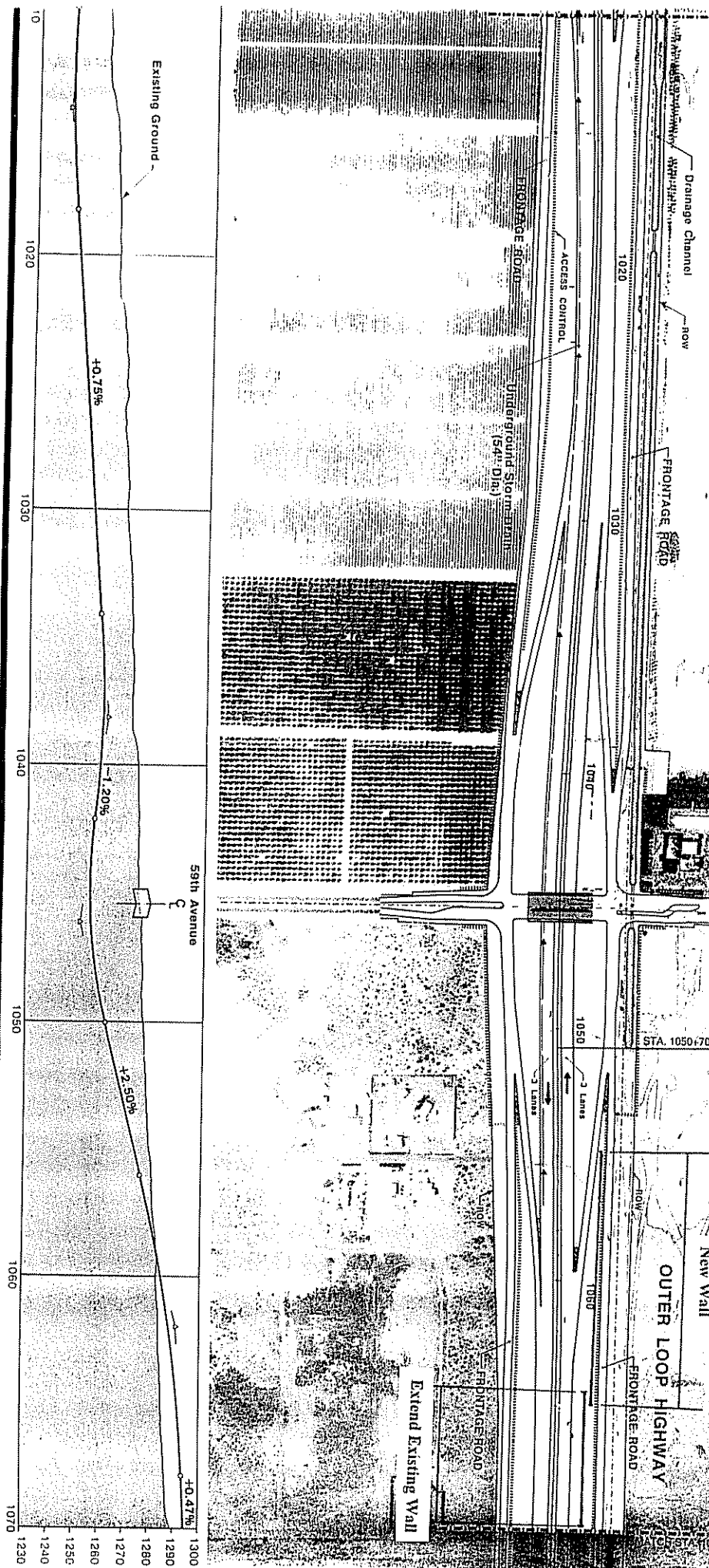
JRR:et/603388

Enc.

dated Mar. 1988  
 RELIMINARY  
 Subject to Change

(BROWHEAD RANCH)

**Note:**  
 Noise mitigation will be  
 provided along north side of  
 freeway within limits of  
 residential development.



# Outer Loop Highway

by Delouuw, Cather & Company, Management Consultant for the  
 ZONA DEPARTMENT OF TRANSPORTATION

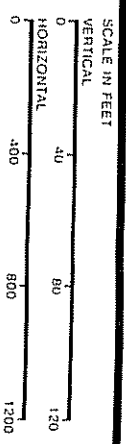
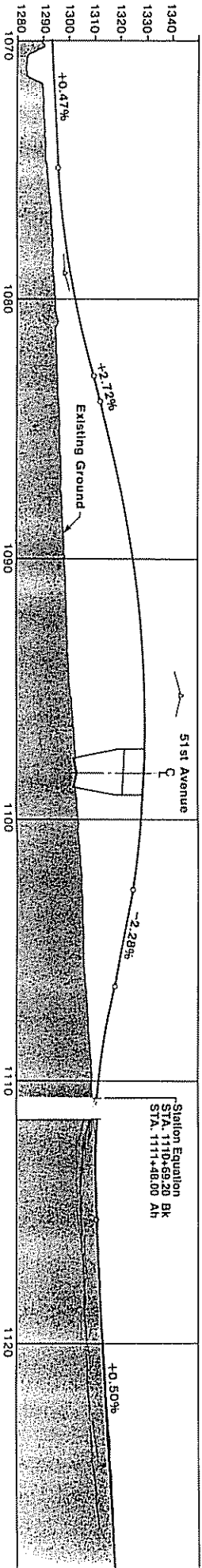
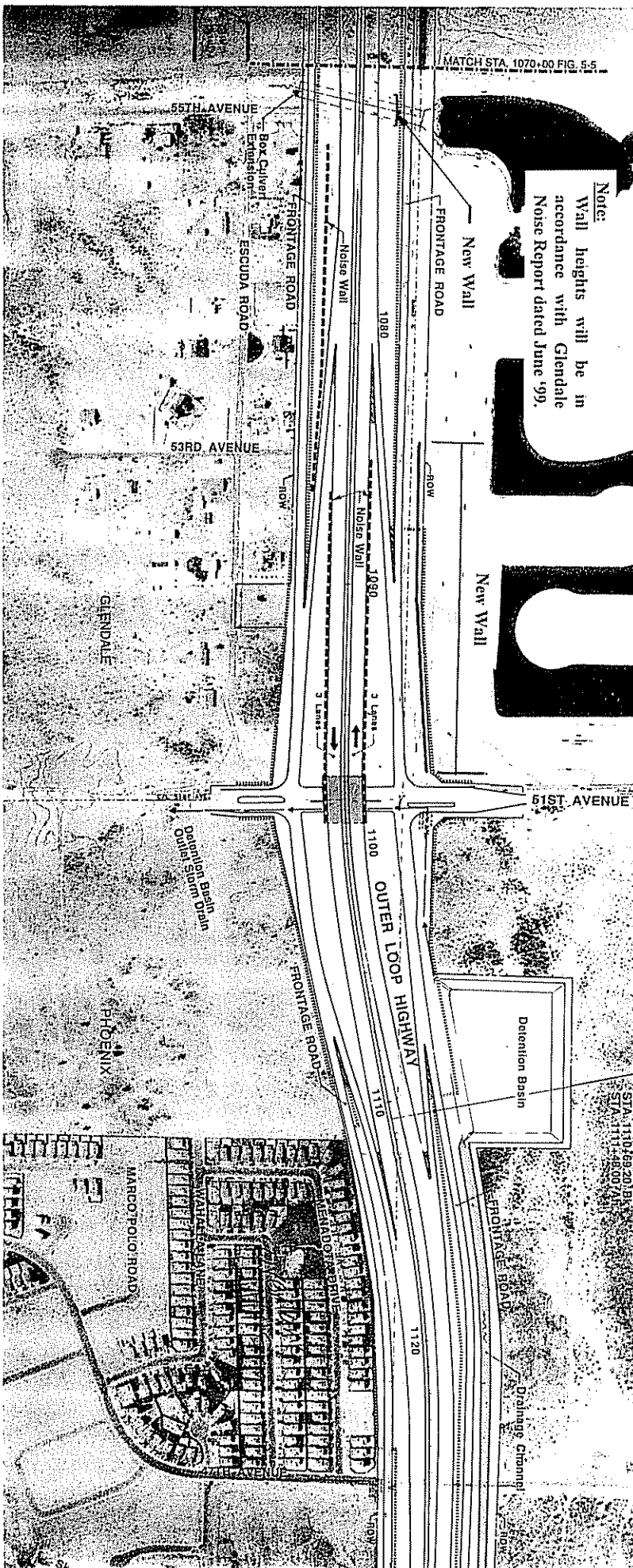


EXHIBIT 1

5110-69-20/BR  
 5111-46/00/AL  
 Subject to Change

(ARROWHEAD RANCH)

Note:  
 Wall heights will be in  
 accordance with Glendale  
 Noise Report dated June 99.



SCALE IN FEET

VERTICAL



HORIZONTAL



# Outer Loop Highway

Prepared by DeLeuw, Cather & Company, Management Consultant for the  
 ARIZONA DEPARTMENT OF TRANSPORTATION

EXHIBIT 1

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